

1 BILL NO. S-85-09 05

2 SPECIAL ORDINANCE NO. S- 174-85

3 AN ORDINANCE approving Contract for
4 Res. #75-36-10, Corline-Monteray
5 Neighborhood Improvement Project, by
6 the City of Fort Wayne by and through
7 its Board of Public Works and Safety
8 and John Dehner, Inc. for the construction
9 of storm sewers, sanitary sewers, streets,
10 street lights and sidewalks for the Corline-
11 Monteray Project.

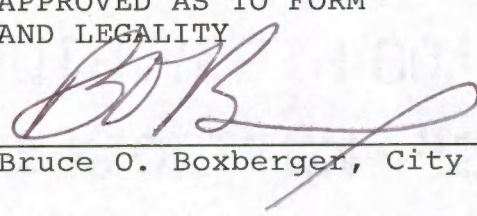
12 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
13 OF THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. The contract by and between the City of
15 Fort Wayne by and through its Board of Public Works and Safety
16 and John Dehner, Inc., for the construction of storm sewers,
17 sanitary sewers, streets, street lights and sidewalks necessary
18 to improve Corline-Monteray Neighborhood Improvement Project
19 is hereby approved and ratified in all respects. The contract
20 amount is Seven Hundred Forty-Eight Thousand Nine Hundred
21 Nine and 18/100 Dollars (\$748,909.18). The contract agreement
22 is attached hereto as a part hereof.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and any and all necessary
25 approval by the Mayor.

26 
27 Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by Henry,
seconded by Quint, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E.S

DATE: 9-10-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
seconded by Quint, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	<u>✓</u>	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-24-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-174-85
on the 24th day of September, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Quint
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 24th day of September, 1985,
at the hour of 11:00 o'clock P..M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of October,
1985, at the hour of 1st o'clock P..M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

HFL 75-411-21
6/12/85

"CORLINE-MONTEREY NEIGHBORHOOD PACKAGE IMPROVEMENT PROJECT"
Resolution 75-36-10

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, that it is deemed necessary to improve the Corline-Monterey area by the construction of storm sewers, sanitary sewers, streets, street lights and sidewalks in the following described area:

Bounded on the South by the Southerly right-of-way line of Lower Huntington Road; on the East by the East line of Lots #26 through #30 of Pfister's Addition, Section "C" extended Southwest to said Southerly right-of-way and Northeast to the South line of Lot #32 Pfister's Addition, Section "D"; thence Southeast on and along said South line of Lot #32 to the West right-of-way line of Premiere Drive; thence Northwest on and along said West right-of-way line to the North line of Lot #211 Lake Shores Addition, Section 3; thence Northwest on and along said North line Lot #211 to the East line of Lot #222 Lake Shores Section 3; thence Northeast on and along said East line to the North line of said Lot #222; thence Northwest on and along said North line Lot #222 and the North line of Lot #221 to the East line of Pfister's Addition Section "A"; thence Northeast on and along said East line to the South right-of-way line of Ardis Street; thence Northwest on and along said Southerly right-of-way line to the East right-of-way line of Monterey Drive; thence Northeast on and along said East right-of-way line to the South right-of-way line of Lakewood Drive; thence Southwest on and along said south right-of-way line to the East line of Lot #44 Lake Shores Extended Section II; thence Southwest on and along said East line Lot #44 to the South line of Lake Shores Extended Section II; bounded on the North by said South line Lake Shores Extended Section II extended Northwest to its intersection with the West line of Arburn Place Addition extended Northeast; bounded on the West by said West line Arburn Place Addition extended Southwest to the South right-of-way line of Lower Huntington Road.

SANITARY SEWERS:

The construction of a main sanitary sewer which from its size and character is not only intended and adapted for use by property holders, whose property abuts the line of said sewer but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered in and along the following described sewer line:

Main Line: Beginning at an existing manhole 190± LF North and 545± LF West of the centerline intersection of Corline and Eileen Streets; thence East 555± LF to a proposed manhole; thence North 202± LF to a proposed manhole; thence East 480± LF to a proposed manhole; thence South 788± LF to a proposed manhole; thence East 128± LF terminating at a proposed cleanout 230± LF North and 150± LF East of the centerline intersection of Lower Huntington Road and Monterey Drive.

LATERAL #1

Beginning at a proposed manhole 230± LF North and 23± LF East of the centerline intersection of Lower Huntington Road and Monterey Drive; thence West 340± LF to a proposed manhole; thence Southwesterly 10± LF terminating at a proposed cleanout 220± LF North and 150± LF East of the centerline intersection of Lower Huntington Road and Corline Street.

LATERAL #1-A

Beginning at a proposed manhole 230± LF and 150± LF East of the centerline intersection of Lower Huntington Road and Corline Street; thence Northeasterly 75± LF terminating at a cleanout 305± LF North and 165± LF East of the centerline intersection of Lower Huntington Road and Corline Street.

LATERAL #2

Beginning at an existing manhole 205± LF South and 545± LF West of the centerline intersection of Corline Street and Eileen Street; thence East 555± LF to a proposed manhole; thence North 275± LF.

Said sewers shall be 8" in diameter.

STORM SEWERS:

The construction of main storm sewers, which from their size and character is not only intended and adapted for use by property holders, whose property abuts the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed, be and the same is hereby ordered in and along the following described sewer line:

Main Line:

Beginning at a proposed manhole 38± LF North and 10± LF West of the centerline intersection of Lower Huntington Road and Corline Street; thence North 1,510± LF terminating at the point of outfall for this storm sewer system.

LATERAL #1

Beginning at a proposed manhole 10± LF and 160± LF West of the centerline intersection of Corline Street and Eileen Street; thence East 150± LF terminating at a proposed manhole 10± LF West and 10± LF North of the centerline intersection of Corline Street and Eileen Street.

LATERAL #2:

Beginning at a proposed manhole 10± LF North and 235± LF West of the centerline intersection of Corline Street and Ardis Street; thence East 225± LF terminating at a proposed manhole 10± LF North of and 10± LF West of the centerline intersection of Corline Street and Ardis Street.

LATERAL #3:

Beginning at a proposed manhole 303± LF North and 10± LF West of the centerline intersection of Lower Huntington Road and Monterey Drive; thence North 710± LF to a proposed manhole; thence West 480± LF terminating at a proposed manhole 10± LF North and 10± LF West of the centerline intersection of Corline Street and Ardis Street.

LATERAL #4:

Beginning at a proposed structure 50± LF North and 16± LF West of the centerline intersection of Lower Huntington Road and Avalon Drive; thence East 25± LF to a proposed structure; thence Southeasterly 30± LF to a proposed structure; thence East 192± LF to a proposed structure; thence South 46± LF to an existing structure.

Said sewers shall be 12", 18", 24", 42" and 48" in diameter.

STREET LIGHTS:

The Construction of an ornamental street system with underground wiring is deemed necessary for the general welfare and safety of the property owners on the following defined streets and such lighting is hereby ordered:

Monterey Drive from the North right-of-way line of Lower Huntington Road to the North right-of-way line of Ardis Street.

Corline Street from the North right-of-way line of Lower Huntington Road to the North Right-of-way line of Ardis Street.

STREETS:

The improvement of the traveled portion of the public right-of-way be improved with concrete pavement and gutter for the convenience of the properties abutting said right-of-way more specifically defined as follows and such improvement is hereby ordered:

Corline Street from the North right-of-way line of Lower Huntington Road to the South right-of-way line of Ardis Street.

Eileen Street from its Western terminus to the West right-of-way line of Corline Street.

Monterey Drive from the North right-of-way line of Lower Huntington Road to the South right-of-way line of Ardis Street.

Avalon Drive from the North right-of-way line of Lower Huntington Road to its Northern terminus.

Airline Drive from its Western terminus to the West right-of-way line of Premiere Drive.

Ardis Street from its Western terminus to the East right-of-way line of Monterey Drive.

SIDEWALKS:

It is deemed necessary to provide public sidewalks on the North side of Eileen Street for the convenience of the property owners abutting the proposed sidewalk and such improvement is hereby ordered.

And said improvements with all appurtenances, shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of the Board of Public Works & Safety of said City.

The cost of said Neighborhood Package Improvement project shall be paid and shared forty (40%) percent by the City of Fort Wayne and sixty (60%) percent by the benefited property owners, with the maximum assessment of Seven Thousand (\$7,000.00) Dollars for corner lots.

The property holders share of said improvement shall be apportioned against and paid by the said property holders benefited by said improvements, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana. Indiana Code Title 36-9-18-1 through 36-9-18-45 and 36-9-21-1 through 36-9-21-18 effective 1 September 1981 and the provisions of all acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum as set by the Board of Public Works & Safety and shall be financed under Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

ADOPTED this 12th day of June 1985.

BOARD OF PUBLIC WORKS & SAFETY

By

David J. Kiestet
David J. Kiestet, Director

By

Cosette R. Simon
Cosette R. Simon, Director

By

Lawrence D. Consalvos, Director

ATTEST:

Helen V. Gochenour
Helen Gochenour, Clerk

APPROVED as to form and legality:

Ed Snouffer

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

75-89-27
8/26/85

PROJECT: Corline-Monterey Neighborhood Improvement Project Contract No. _____

CONTENTS

Resolution No. 75-36-10

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/4	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/ 1	Schedule
X	S/ 2-S/ 5	Schedule of Items
X	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/44	Special Project Specifications
X	NA/1	Notice of Award

ATTACHMENTS

X		Project Plans Drawing # SY-11129 & 11143
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
X	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X		Change Order - Specimen Form

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %
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ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No.	Date
		Aug 1, 1985		

BID SUBMITTED

JOHN DEHNER, INC.

Contractor

By: Gregory Dehner

Its Gregory Dehner - Vice-President

Offer
Date August 7, 1985

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance Union Contractor

O.C.2/85 → C. Bailey

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

Board of Public Works & Safety

David L. Hill
Cosette R. Smith

CITY OF FORT WAYNE

Mayor

AWARD

Date 8-12-85

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Copeland Trucking Co. Ft. Wayne, In.		Trucking
2.		
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking Co. Ft. Wayne, In.		Trucking
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor JOHN DEHNER, INC.
BY Gregory Dehner
Its Vice-President

Contractor _____
By _____
Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor JOHN DEHNER, INC.

By _____

Gregory Dehner
Gregory Dehner
Vice-President

Its _____

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19____, commencing at _____ o'clock ____M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Gregory Dehner

Subscribed and sworn to before me by Gregory Dehner, Vice-President of John Dehner, Inc.
this 7th day of August, 1985.

My Commission Expires:

September 8, 1987

Richard E. Ensley
Notary Public Richard E. Ensley
Resident of Allen County

Subscribed and sworn to before me by _____
this ____ day of _____, 198__.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198__.

My Commission Expires:

Notary Public
Resident of _____ County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, ~~(XX)~~ (WE,) JOHN DEHNER, INC. as Principal
and UNITED STATES FIDELITY AND GUARANTEE COMPANY
and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana,
in the sum of FIVE PERCENT OF THE TOTAL PROJECT BID - - - - -
(\$5% of Bid) Dollars, to be paid City of Fort Wayne, Indiana, or its
SUCCESSORS or assigns, for the payment of which, well and truly made, we hereby
bind ourselves, our heirs, successors, executors, and administrators, jointly
and severally, firmly by these presents.

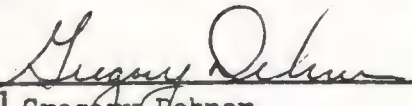
Signed and sealed at Ft. Wayne, In. this day of August 7, 1985.

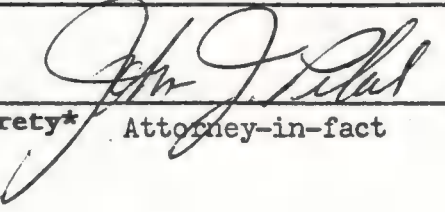
The condition of this obligation is such that if the accompanying bid or pro-
posal of JOHN DEHNER, INC. made this day to the City of Fort Wayne,
State of Indiana, is accepted, and the Contract awarded to the above bidder,
and the bidder shall, within ten (10) days after such award is made, enter
into a contract with the City of Fort Wayne, State of Indiana, for the work
bid upon, and give bond as required; then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 7th day of August, 1985.

JOHN DEHNER, INC.

UNITED STATES FIDELITY & GUARANTEE CO.


Principal Gregory Dehner
Vice-President


Surety* Attorney-in-fact

*If signed by an agent appropriate power
of attorney shall be attached.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 96531

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of **Fort Wayne** State of **Indiana**
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done by~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **2nd** day of **November**, A. D. 19 **84**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **A. Nord Bjorke**
Vice-President.

(SEAL) (Signed) **Jack S. Mallinger**
Assistant Secretary.

STATE OF MARYLAND. }
BALTIMORE CITY. }

On this **2nd** day of **November**, A. D. 19**84**, before me personally came **A. Nord Bjorke**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **Jack S. Mallinger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **A. Nord Bjorke** and **Jack S. Mallinger** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19**86**.

(SEAL) (Signed) **Margaret M. Hurst**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY. }

I, **Sandra E. Banks**, Clerk of the Circuit Court for Baltimore City, which Court is Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of me doing as Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **2nd** day of **November**, A. D. 19**84**.
(SEAL) (Signed) **Sandra E. Banks**
Clerk of the Circuit Court for Baltimore City.

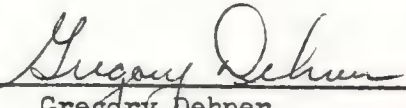
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Gregory Behner, the _____
Vice-President of John Dehner, Inc.
Position Company


hereby certify:

1. That the Financial Statement of said company, dated the 31st day of December 1984, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: August 7, 1985


Signature Gregory Dehner
Vice-President
Title _____

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 7th day of August, 1985.


Notary Public Richard E. Ensley
Resident of Allen County

My Commission Expires:

September 8, 1987

Sheet 3 of 4

SI /3

\$ 125,458.07

(STEET LIGHTING)

DATE _____

SI/5

[illegible]

Sub-Total Bid Street Lighting

\$	16,296.24
----	-----------

21 June 1985 SI/4.

[illegible]

\$	327,165.69
----	------------

[illegible]

748,909 | 18

\$	757	716	76
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UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland
(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

That John Dehner, Inc.
Fort Wayne, Indiana as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto
City of Fort Wayne, Board of Public Works & Safety

as Obligee, hereinafter called Owner, in the amount of Seven hundred forty eight thousand nine hundred
nine and 18/100----- Dollars (\$ 748,909.18---),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 8/12 1985, entered into a contract with Owner for
Resolution #753610
Corline-Monterey Neighborhood Improvement Project

in accordance with drawings and specifications prepared by
(Here insert full name, title and address), which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 15th. day of August, 1985

In the presence of:

Gerald A. Dale
(Witness)
Gerald A. Dale
(Witness)

JOHN DEHNER, INC.

By Gerald Dehner (Seal)
Principal

By James T. Green (Seal)
Attorney in Fact

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That **John Dehner, Inc.**

Fort Wayne, IN

as Principal, hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto **City of Fort Wayne, Board of Public Works & Safety**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **Seven hundred forty eight thousand nine hundred nine and 18/100-----** Dollars (\$ **748,909.18---**), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **8/12** 19 **85**, entered into a contract with Owner for **Resolution #753610 Corline-Monterey Neighborhood Improvement Project**

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this **15th.** day of **August**, 19 **85**

JOHN DEHNER, INC.

By **Gerald Dehner** (Seal) Principal

By **James P. Green** (Seal) Attorney in Fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97428

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney s in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXX~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 26th day of July, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James D. Rector
Vice-President.

(SEAL) (Signed) James M. Carroll
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 26th day of July, A. D. 1985, before me personally came James D. Rector, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and James M. Carroll, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said James D. Rector and James M. Carroll were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sgt.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 26th day of July, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

BILL NO. S-85-09-05

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. #75-36-10, Corline-Monteray Neighborhood Improvement Project,

by the City of Fort Wayne by and through its Board of Public Works

and Safety and John Dehner, Inc., for the construction of storm

sewers, sanitary sewers, streets, street lights and sidewalks for

the Corline-Monteray Project.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 9-24-85

SANDRA E. KENNEDY
CITY CLERK

TITLE OF ORDINANCE Contract for Corline-Monteray Neighborhood Improvement ProjectDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety ✓ 85-09-05SYNOPSIS OF ORDINANCE Contract for Corline-Monteray Neighborhood Improvement Projectis for the installation of Sanitary Sewers, Storm Sewers, Street Lights, Streets &Sidewalks per the attached description. John Dehner, Inc. is the Contractor.PRIOR APPROVAL RECEIVED ON AUGUST 13, 1985EFFECT OF PASSAGE Improvement of Corline-Monteray Neighborhood

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$748,909.18

ASSIGNED TO COMMITTEE _____

TO: CITY ATTORNEY
FROM: BOARD OF PUBLIC WORKS
APPROVED BY: David J. Kiester
David J. Kiester, Chairman

#4

DATE: September 4, 1985

SUBJECT: Contract for Corline-Monteray Neighborhood Improvement Project,
Resolution 75-36-10

FILE # ASSIGNED BY RECORDS LIBRARIAN

ACTION REQUESTED: Please prepare an ordinance to be introduced in City Council
on: September 10, 1985

approving Contract for Corline-Monteray Neighborhood Improvement Project,
Resolution 75-36-10, John Dehner, Inc., Contractor

cc: CITY ATTORNEY
DEPARTMENT